Doc # 2008028556 Book 9888 Page 0195

NO TRANSFER TAX PAID

7/08

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS.

THAT, KENNEBEC SAVINGS BANK, a Maine banking corporation, having a principal office at Augusta, County of Kennebec and State of Maine and whose mailing address is 150 State Street, P.O. Box 50, Augusta, Maine 04332,

In Consideration of ONE DOLLAR (\$1.00) and other valuable considerations, paid by **DENISE A. NADEAU**, whose mailing address is 4 Lantern Lane, Waterville, Maine 04901

the receipt whereof It does hereby acknowledge, does hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said <u>DENISE A. NADEAU</u>, her heirs and assigns forever,

The Unit known and designated as Unit H in KMD Associates Medical Office Condominium located in Waterville, County of Kennebec and State of Maine, as shown on the condominium Plat and Plans by Stephen Blatt Associates/Architects entitled "KMD ASSOCIATES MEDICAL OFFICE CONDOMINIUM", and recorded in the Kennebec County Registry of Deeds in Plan File Numbers E83101, E83102, E83103 and E83104. Specific reference is made to the KMD Associates Medical Office Condominium Declaration under the Maine Condominium Act of the revised Statues of the State of Maine as amended, Title 33, Chapter 31, which Declaration is dated September 30, 1983, and recorded in the Kennebec County Registry of Deeds in Book 2620, Page 2; as amended by first Amendment dated May 21, 1986, and recorded in the Kennebec County Registry of Deeds in Book 2952, Page 244; and as amended by Second Amendment dated February 9, 2004, and recorded in the Kennebec County Registry of Deeds in Book 7825, Page 332; and the same is incorporated by reference herein (hereinafter called the Declaration") The aforesaid Plat and Plans are Exhibits C and D to the Declaration respectively.

Said Unit is conveyed together with:

- 1. An undivided 11.45% interest in the common elements of the condominium described in the Declaration attributable to the Unit as stated in Exhibit B of the Declaration.
- 2. An exclusive right to use the limited common areas, if any appurtenant to the Unit as specified in the Declaration, and shown on said Plat and Plans.

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- 3. An easement for the continuance of all encroachments by the Unit on any adjoining units or common elements existing as a result of construction of the building or which may come into existence hereafter as a result of settling or shifting of the building, or as a result of repair or restoration of the building or of the Unit, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements made by or with the consent of the Board of Directors of the KMD Associates Medical Office Condominium Association.
- 4. An easement in common with other unit owners to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements located in any of the other units or elsewhere on the property and serving the Unit.
- 5. All rights and easements in common with other Unit owners as described in the Declaration, including the description of property attached as Exhibit A to the Declaration.

Said Unit is conveyed subject to:

- 1. All easements, covenants, obligations, conditions, restrictions, reservations, and encumbrances contained in or referred to in the Declaration, including, but not limited to, those contained in the description of property attached as Exhibit A to the Declaration.
- 2. Easements in favor of adjoining units and in favor of the common areas and facilities or facilities for the continuance of all encroachments of such adjoining units or common areas and facilities of the Unit, now existing as a result of construction of the building, or which may come into existence hereafter as a result of repair or restoration of the building or of any adjoining unit or of the common areas and facilities after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common areas and facilities made by or with the consent of the Board of Directors of the KMD Association Medical Office Condominium Association.
- 3. An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other common areas and facilities located in the unit or elsewhere on the property and serving such other units.

- 4. Exclusive rights in favor of the owner of any unit to use the limited common areas, if any, appurtenant to such unit.
- 5. The provisions of the Declaration and Exhibits thereto, as the same may be amended or modified from time to time by instrument recorded or filed in the Kennebec County Registry of Deeds and the By-Laws of the Unit Owners Association, which provisions, together with any amendments or modifications thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as if those provisions were recited and stipulated at length herein.

Being the same premises described in a Mortgage from the Grantee to the Grantor herein, which Mortgage is dated November 14th, 2006 and is recorded in the Kennebec Registry at Book 9151, Page 41.

Also being the same premises described in an Order & Judgment of Foreclosure regarding the above described premises, dated June 13th, 2008 and recorded in the Kennebec Registry at Book 9794, Page 180.

By execution of this Deed, the Grantor herein, hereby discharges the above referenced Mortgage and also releases any interest the Grantor acquired in the property by virtue of the expiration of the period redemption. By execution of this Quitclaim Deed, the Grantor acknowledges receipt of all sums owed under a Promissory Note dated November 14th, 2006 from the Grantee herein to the Grantor herein, which Promissory Note was secured by the above referenced Mortgage.

IN WITNESS WHEREOF, the said, <u>KENNEBEC SAVINGS BANK</u> has caused this instrument to be signed in its corporation name and sealed with its corporate seal by, **David J. Roy**, its duly authorized Regional Vice President this 20th day of October, 2008.

Signed, Sealed and Delivered in the presence of:

Braining Co Vilshim

Witness

DAVID J. ROY

Its duly authorized Regional

Vice President

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Received Kennebec SS. 10/22/2008 8:07AM # Pages 4 Attest: BEVERLY BUSTIN-HATHEWAY REGISTER OF DEEDS

<u>ACKNOWLEDGEMENT</u>

STATE OF MAINE Kennebec, ss.

October 20th, 2008

Personally appeared the above named **DAVID J. ROY**, in his said capacity as Regional Vice President of **KENNEBEC SAVINGS BANK** who acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said KENNEBEC SAVINGS BANK.

Before me,

LOUIN C'E. VILAHUM NOTARY PUBLIC

BARBARA A. VASHON NOTARY PUBLIC - MAINE MY COMMISSION EXPIRES 03/22/2009

re deeds KSB to NADEAU QC

